

IN THE CAMBRIDGE MUNICIPAL COURT
GUERNSEY, OHIO

SYZYGY FINANCIAL SERVICES, LTD
513 E RICH ST
COLUMBUS, OH 43215

Plaintiff,

CASE NO. CVF 2100268

JUDGE NICHOLSON

vs.

TONIA KING
62262 FORESTVIEW DR
CAMBRIDGE, OHIO 43725

Defendant.

COMPLAINT

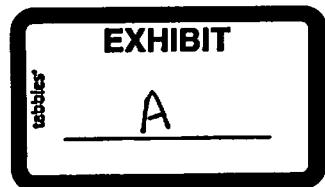
1. On January 30, 2013, Defendant Tonia King, obtained a loan in the amount of \$8,000.50 enabling Defendant to purchase a 2004 Chrysler Pacifica from Buckeye City Automotive Group. The loan is evidenced by a Contract (the "Contract"), a copy of which is attached as Exhibit "A" and incorporated herein by reference.

2. The loan proceeds with which Defendant used to purchase the Vehicle were provided by Landmark Acceptance Corporation (Heritage Acceptance Corporation), and as reflected on page 5 of Exhibit "A", the Contract was assigned to Landmark contemporaneously with the execution of the Contract.

3. In order to secure repayment of the loan by the Defendant, Plaintiff took a security interest in the Vehicle described above as permitted by the terms of the Contract.

4. As evidenced by Exhibit "B", the contract has been assigned to the Plaintiff, Syzygy Financial Services, Ltd. ("Syzygy"). Syzygy assumes all of Landmark's interests in this cause of action, as Assignee of the Contract.

5. Plaintiff performed all conditions required of it under the Contract.



6. Defendant(s) breached the terms of the Contract by failing to pay money due pursuant to the terms of the Contract. The account has been in default since July 30, 2015. See Exhibit C.

7. As a result of Defendant's breach, Plaintiff suffered damages in the amount of \$4,063.06, plus interest accruing at the Contract rate of 24.90% from July 30, 2015, until the balance has been paid in full, plus the costs of this action.

WHEREFORE, Plaintiff demands judgment against Defendant for the sum of \$4,063.06 plus interest accruing at the Contract rate of 24.90% from July 30, 2015, until the balance has been paid in full, plus the costs of this action.

Respectfully submitted:



Nathaniel W. Jackson (0083891)
Nicholas Kolitsos (0095938)
JONES LAW GROUP, LLC
513 E. Rich Street
Columbus, Ohio 43215
(614) 545-9998 (Tel.)
(614) 573-8690 (Fax)
njackson@joneslg.com
nkolitsos@joneslg.com
Counsel for Plaintiff

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



BCAG

LAW® 553-OH-ARB-ep 4/08RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGEDealer Number 2359435 Contract Number 2359435 Date 01/30/2013

Buyer Name and Address (Including County and Zip Code) TONIA KING 160 HALDY AVE Columbus (614)330-6642	Co-Buyer Name and Address (Including County and Zip Code) 443228 OH 43206 Franklin	THIS DOCUMENT IS SUBJECT TO THE SECURITY INTEREST IN FAVOR OF BANK OF AMERICA, N.A.	Creditor-Seller (Name and Address) Buckeye City Automotive Group 2511 Brice Road Reynoldsburg (614)860-9904	OH 43068
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Mileage	Primary Use For Which Purchased
USED	2004	Chrysler Pacifica	2C8GF68484R643228	<input type="checkbox"/> estimate <input checked="" type="checkbox"/> actual 129642	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 24.90%	The dollar amount the credit will cost you. \$ 3,612.92	The amount of credit provided to you or on your behalf. \$ 8,000.50	The amount you will have paid after you have made all payments as scheduled. \$ 11,613.42	The total cost of your purchase on credit, including your down payment of \$ 1,000.00 is \$ 12,613.42

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
		Monthly beginning
Or As Follows: 78	\$148.89	03/13/2013 BI-Weekly

2 \$250.00 Due 02/13/2013; 02/27/2013

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 20 or 5 % of each installment, whichever is greater.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you cannot cancel it if the seller agrees. If this contract is subject to the limited right to cancel described on the window form, you cannot cancel this contract simply because you change your mind. This notice does not apply to you.

EXHIBIT



ITEMIZATION OF AMOUNT FINANCED

1 Cash Price of vehicle, accessories, and taxes	\$ 8,767.00	(1)
2 Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts):		
A Government taxes not included in line 1 above	\$ 0.00	
B Government license and/or registration fees	\$ 18.50	
C Government certificate of title fees	\$ 15.00	
D Net trade-in payoff to	\$ 0.00	
E Documentary Fee	\$ 200.00	
F Other charges (Seller must identify who is paid and describe purpose.)		
to N/A for Service Contract	\$ 0.00	
to Dealer for Inspection	\$ 0.00	
to for VSI	\$ 0.00	
to for Property Ins	\$ 0.00	
to for Lien Fee	\$ 0.00	
to N/A for GAP	\$ 0.00	
Total other charges and amounts paid to others on your behalf	\$ 233.50	(2)
3 Total cash price (1 + 2)	\$ 9,000.50	(3)
4 Downpayment		
Gross trade-in \$ 0.00 -payoff by seller	\$ 0.00	
= net trade-in \$ 0.00 +cash	\$ 500.00	
+other (describe) Deferred Down	\$ 500.00	
Total downpayment = (if negative enter "0" and see line 2D above)	\$ 1,000.00	(4)
5 Unpaid balance of cash price (3 minus 4)	\$ 8,000.50	(5)
6 Insurance		
A Cost of optional credit insurance paid to the insurance company or companies		
Life N/A \$ 0.00		
Disability N/A \$ 0.00		
B Other optional insurance paid to Insurance Company or Companies	\$ 0.00	
Total insurance charges	\$ 0.00	(6)
7 Amount financed (principal balance) (5 + 6)	\$ 8,000.50	(7)
8 Finance charge	\$ 3,612.92	(8)
9 Total of payments (time balance) (7+8)	\$ 11,613.42	(9)

OPTION: You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before _____, Year _____, SELLER'S INITIALS _____

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X  Co-Buyer Signs X
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
See the rest of this contract for other important agreements.

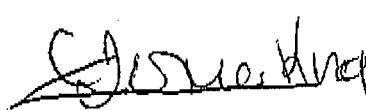
Limited Right to Cancel

If checked, a limited right to cancel applies:

You agree that we have _____ days from the date you sign this contract to assign this contract. If we are unable to assign this contract within this time period, you or we may cancel this contract. This limited right to cancel will end at the earlier of the date we assign the contract or the end of the stated time period. Please see page 4 of this contract for important terms of this limited right to cancel.

Buyer Initials

Co-Buyer Initials



Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

Credit Life: Buyer Co-Buyer Both
 Credit Disability (Buyer Only)

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name

N/A

Home Office Address

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 6A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

Type of Insurance _____ Term _____
Premium \$ _____
Insurance Company Name _____

Home Office Address

Type of Insurance _____ Term _____
Premium \$ _____
Insurance Company Name _____

Home Office Address

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.
I want the insurance checked above.

X

Buyer Signature

Date

X

Co-Buyer Signature

Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

Amount of Security Interest Recording Fee Paid in Cash \$ 0.00

Returned Check Charge: You agree to pay a charge not to exceed \$20 if any check you give us is dishonored.

OTHER IMPORTANT AGREEMENTS**1. FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract, on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **Your right to refinance an irregular payment schedule.** An irregular payment schedule is one with payments not scheduled to be paid in substantially equal consecutive payments. If you have an irregular payment schedule and if you are buying the vehicle primarily for personal, family, or household use, you may refinance this contract without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest**
You give us a security interest in:
 - The vehicle and all parts or goods installed in it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may exercise our rights under this contract, or if we choose, buy physical damage insurance covering our interest in the vehicle. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.**3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once (accelerate). Default means:
 1. You do not pay any payment on time;
 2. You give false, incomplete or misleading information on a credit application;
 3. You start a proceeding in bankruptcy or one is started against you or your property; or
 4. You break any agreements in this contract.

If your only default is that you did not pay a payment on time, we may accelerate this contract only if your default continues for at least 30 days. Otherwise, we may accelerate any time after you default. Our right to accelerate is subject to any right the law gives you to reinstate this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

- d. **How you can get the vehicle back if we take it.** If we repossess the vehicle, in many situations, the law gives you the right to pay to get it back. We will tell you what you have to do to get the vehicle back.



e. We will sell the vehicle if you do not get it back. If you do not do what is required to get the vehicle back, we will sell the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

f. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. Applicable Law

Federal law and the law of the state of our address shown on page 1 of this contract apply to this contract.

Limited Right to Cancel

a. We agree to deliver the vehicle to you on the date this contract is signed by us and you. You understand that it may take a few days for us to verify your credit and assign this contract. You agree that we have the number of days stated on page 2 of this contract to assign this contract. If we are unable to assign this contract within this period of time to any one of the financial institutions with whom we regularly do business, you or we may cancel this contract. This limited right to cancel will end at the earlier of the date we assign the contract or the end of the stated time period.

b. We will notify you if we cannot assign this contract and if we elect to cancel this contract. Upon receipt of such notice, you must comply with "Buyer's Obligations" described below and we must give back to you all consideration we have received in accordance with the terms of the Buyers Order.

c. **Buyer's Obligations:** If we do not assign the contract within the time described above, and you or we cancel this contract as provided above, you must return the vehicle to us immediately in the same condition as when sold, reasonable wear and tear excepted. You agree to pay us the cost of repairing any damage occurring to the vehicle while it is in your possession and to hold us harmless from any expenses, costs and fees arising out of any act pertaining to the operation of the vehicle while it is in your possession. If the vehicle is immobilized or impounded while in your possession, you agree to do whatever is necessary to ensure the vehicle's return to us. If you do not return the vehicle immediately, you will be liable for all expenses incurred by us in taking the vehicle from you. If you fail to return the vehicle, we may use any legal means to take it back.

d. While the vehicle is in your possession, all terms of this contract, including those relating to use of the vehicle and insurance for the vehicle, are in full force and you assume all risk of loss or damage to the vehicle.

e. Nothing in this section gives you the right to cancel this contract for reasons unrelated to our assignment of this contract.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration clause on page 5, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X Date 01/30/2013 Co-Buyer Signs X Date 01/30/2013

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X Address _____

Seller signs Buckeye City Automotive Group Date 01/30/2013 By X Title ESP

Seller assigns its interest in this contract to HERITAGE ACCEPTANCE CORPORATION (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned without or with limited recourse <u>ESP</u>	Assigned with recourse
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Seller <u>Buckeye City Automotive Group</u> Title <u>ESP</u>	Seller <u>Buckeye City Automotive Group</u> Title <u>ESP</u>
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ARBITRATION CLAUSE

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$2500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Clause, then the provisions of this Arbitration Clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.

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STATE OF INDIANA)

COUNTY OF ELKHART)
SS:

CASE NO. _____

LANDMARK ACCEPTANCE CORP. :
(AKA HERITAGE ACCEPTANCE CORP.)

Plaintiff :
:

Vs. :
:

Tonia King :
:

Defendant (s). :
:

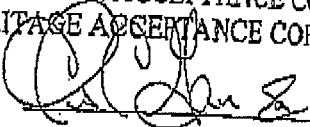
ASSIGNMENT

Landmark Acceptance Corp. (aka Heritage Acceptance Corp.) of 121 S. Main Street, Elkhart, Indiana 46516, hereinafter referred to as "Assignor", assigns to Syzygy Financial Services, Ltd., of 513 East Rich Street, Columbus, Ohio 43215, hereinafter referred to as "Assignee" all of Assignor's interest in the cause of action captioned above.

Assignee shall be substituted instead of Assignor as Plaintiff in this litigation.

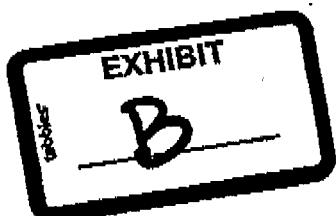
IN WITNESS WHEREOF, I have executed the above Assignment at Elkhart, Indiana, on

April 27, 2018.

LANDMARK ACCEPTANCE CORP. (AKA
HERITAGE ACCEPTANCE CORP.)


By: _____

Its: General Counsel



ACCEPTANCE BY ASSIGNEE

I, Syzygy Financial Services, Ltd., Assignee, accept the above Assignment and agree to make the proper Motion pursuant to such Assignment, in this Court, for the purpose of substituting myself in place of Assignor in the above captioned cause of action.

Dated: April 27, 2018

SYZYGY FINANCIAL SERVICES, LTD.

By: Eric Jones (Eric Jones)
Its: President

2/6/2018

מכתבו לארון מיליגן

Payment History

DATE PRINTED	CUSTOMER	CONURER	VEHICLE	
02-06-2014	King, Tonia		2013 CHRYSLER PT CRUISER 2WD	
CO-DATE	CONT'DATE	AMT	LATE FEE BAL.	NSF BAL.
05-09-2015	07-29-2015	70.00	50.00	50.00

2/6/2018

Payment History

http://10.0.0.8/apps/sams/recoverypmthist/Payment_History.print.php

216:2018

2000

2/6/2018

Payment History

Payment History

Page 2 of 2

METH/SOURCE	CD #	CASH DRWR DATE	TRANS CODE	MEMO	INTR DATE	RECEIPT #	DU ^E DATE	AMT TENDERED	TODAY'S PAY	PRIN TODAY	REG INTR	ACCR TDY	INTR TODAY	NSF TODAY	LATE FEE TODAY	LATE FEE BAL.	NSF BAL.	LATE FEE DUE	PRIN BAL.	ACT B.
ADBT / CC	99	01-31-2014	RG		01-31- 2014	5539638	02-12- 2014	\$39.59	\$39.59	\$30.88	\$8.71	\$0.00	\$8.71	\$0.00	\$0.00	\$0.00	\$0.00	\$1,052.40	\$0.	
ADBT / CC	99	01-23-2014	ER	842-ND	01-17- 2014	5530805	01-29- 2014	(\$39.59)	(\$39.59)	(\$35.86)	(\$3.73)	\$0.00	(\$3.73)	\$0.00	\$0.00	\$0.00	\$0.00	\$1,083.28	\$0.	
ADBT / CC	99	01-23-2014	RG		01-23- 2014	5530802	02-12- 2014	\$39.59	\$39.59	\$35.86	\$3.73	\$0.00	\$3.73	\$0.00	\$0.00	\$0.00	\$0.00	\$1,047.42	\$0.	
ADBT / CC	99	01-17-2014	RG		01-17- 2014	55324725	01-29- 2014	\$39.59	\$39.59	\$21.20	\$18.39	\$0.00	\$18.39	\$0.00	\$0.00	\$0.00	\$0.00	\$1,083.28	\$0.	
/ C		01-02-2014	NL		12-19- 2013	5507921	01-15- 2014		\$1,104.48	\$162.40										

TO Whom it may Concern

This car has been paid off
for year's.

here is a copy of my report
Showing 100% paid off

Donalwilliams

Case # CVF 2100268

I Sent a copy to
Jackson Nathaniel
At

513 East Rich street Columbus Ohio 43215
on 8/19/21

IN THE CAMBRIDGE MUNICIPAL COURT
GUERNSEY COUNTY, OHIO

SYZYGY FINANCIAL SERVICES, LTD.

Plaintiff,

vs.

TONIA KING
A.K.A. TONIA WILLIAMSON

Defendant.

CASE NO.: CVF2100268

MAGISTRATE TERESA L. LISTON

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT
AGAINST DEFENDANT TONIA KING (A.K.A. TONIA WILLIAMSON)

The Plaintiff moves the Court under Ohio Civ. R. 56 for summary judgment against Defendants, Tonia King (A.K.A. "Tonia Williamson"), on the grounds that there is no genuine issue as to any material fact and thus the Plaintiff is entitled to judgment as a matter of law. The reasons for this Motion are more fully set forth in the attached Memorandum in Support.

Respectfully submitted,

JONES LAW GROUP, LLC



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THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT FOR OUR CLIENT, AND
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

MEMORANDUM IN SUPPORT

I. Summary Judgment Standard

Ohio Rule of Civil Procedure 56(C) sets forth the standard for a summary judgment motion:

Summary judgment shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, written admissions, affidavits, transcripts of evidence in the pending case, and written stipulations of fact, if any, timely filed in the action, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.

Civ. R. 56(C). When reviewing a motion for summary judgment, the Court must resolve doubts in favor of the opposing party. *Stone v. Natl. City Bank* (1995), 106 Ohio App.3d 212, 216-217; *Murphy v. Reynoldsburg* (1992), 65 Ohio St.3d 356, 358-359. Civil Rule 56(C) provides that summary judgment may be granted if the Court determines that:

(1) no genuine issues as to any material fact remains to be litigated; (2) the moving party is entitled to judgment as a matter of law; and (3) it appears from such evidence that reasonable minds can come to but one conclusion and, reviewing such evidence most strongly in favor of the party against whom the motion for summary judgment is made, that conclusion is adverse to that party.

Civ. R. 56(C); *Temple v. Wean United, Inc.* (1977), 50 Ohio St.2d 317, 327; *Stone*, 106 Ohio App.3d at 216.

Once a party moves for summary judgment and supports its motion with sufficient evidence, the opposing party has the reciprocal burden to respond by affidavit or as provided in Civil Rule 56(C), setting forth specific, sufficient facts explaining that a genuine issue of material fact exists. *Jackson v. Alert Fire & Safety Equip., Inc.* (1991), 58 Ohio St.3d 48, 52; *Mitseff v. Wheeler* (1988), 38 Ohio St.3d 112, 115. The opposing party must convey specific facts confirming that a genuine issue for trial exists, not simply rely on the allegations or denials in his pleading. *Chaney v. Clark Cty. Agricultural Soc.* (1993), 90 Ohio App.3d 421, 424.

The moving party is not required to support its motion with evidence directly negating its

opponent's claims. *Celotex Corp. v. Catrett* (1986), 477 U.S. 317, 333. The moving party may meet its burden by providing support for the argument that there is an absence of evidence to support the non-moving party's case. *Id.* at 325. The lack of a genuine issue as to any material fact is the true issue, and what constitutes a "material fact" depends on the substantive law of the claims raised. *Anderson v. Liberty Lobby, Inc.* (1986), 477 U.S. 242, 247-48.

In *Columbus, Dep't of Dev. v. Harambee Uhuru School*, 1992 Ohio App. LEXIS 3317 (Ohio Ct. App., Franklin County June 25, 1992) the Tenth District explained how summary judgment is properly granted after evidence of delinquent payments has been presented:

Appellee's memorandum in support of its motion for summary judgment argued that appellants' default on the note was undisputed because appellants admitted their default in their answer. Appellee submitted the affidavit of the mortgage company's collection manager which stated that appellants had been in default on the note since April 1, 1987, and that the principal amount due on the note [*5] was \$ 80,716.72, plus interest. Moreover, copies of appellee's promissory note and mortgage deed were submitted with the motion.

The evidence submitted by appellee in support of its motion for summary judgment clearly satisfied appellee's burden under Civ. R. 56(C) in that the documents established no genuine issue of material fact on any element necessary for appellee's recovery and right to foreclosure under the terms of the promissory note, and that appellee was entitled to judgment as a matter of law. Therefore, summary judgment for appellee was mandated unless appellants properly defended the motion in accordance with Civ. R. 56(E). (Emphasis added).

Summary judgment is proper when supported by Civ. R. 56(C) affiant testimony authenticating the amount owed and the default date.

Appellate decisions from around Ohio similarly confirm that summary judgment is appropriately granted when said conditions are satisfied. Summary judgment is properly granted on a cause of action for an outstanding account when an authenticated affidavit is filed by the movant confirming the existence of the account and the amount owed. *Citibank (S.D.), N.A. v. Lesnick*, 2006 Ohio 1448, P12 (Ohio Ct. App., Lake County Mar. 24, 2006). Trial court's judgment

was not against the weight of the evidence where evidence of the account was presented, along with the beginning balance, and the amount owed, which was not disputed by appellant. *Gabriele*, 57 Ohio App. 3d at 88. Trial court properly granted summary judgment to lender where motion was properly supported by affiant testimony confirming authenticity of loan account, unpaid principal, record of payments (or lack thereof) and that the account was in default. *Countrywide Home Loans, Inc. v. Poppy*, 2004 Ohio 5936, P31 (Ohio Ct. App., Lake County Nov. 5, 2004). Summary judgment properly granted where affidavit was used to verify appellant had defaulted on his loan. *Star Bank, N.A. v. Billing*, 1995 Ohio App. LEXIS 418 (Ohio Ct. App., Shelby County Jan. 30, 1995).

In the case *sub judice*, there exists no genuine issue of material fact whereby a trial determination is necessary. Plaintiff sued the Defendant alleging a default on a Simple Interest Retail Installment Contract (the “Contract”) executed by the Defendant on January 30, 2013. A copy of the Contract is attached hereto as Exhibit “A”.

The defendant was submitted no evidence to contradict the assertions of the Plaintiff thus there is no dispute of material fact and summary judgment is the proper vehicle to resolve this action.

II. Summary Judgment is the appropriate vehicle for resolution of this matter

The Affidavit and Exhibits attached to the Plaintiff’s Motion establish that there exists no genuine issue of material fact. On January 30, 2013, Defendant Tonia King, obtained a loan in the amount of \$8,000.50 enabling Defendant to purchase a 2004 Chrysler Pacifica (the “Vehicle”) from Buckeye City Automotive Group. The loan proceeds with which Defendant used to purchase the Vehicle were provided by Landmark Acceptance Corporation (Heritage Acceptance Corporation), and as reflected on page 5 of Exhibit “A”, the Contract was assigned to Landmark

contemporaneously with the execution of the Contract. The Defendant, Tonia King executed a Contract in favor of Landmark and then subsequently defaulted according to the terms and condition of the Contract (See Exhibit "B" Affidavit of Elizabeth Dodd). All of the payments made by the Defendant have been properly credited towards the balance due and owing as well as additional credits to Defendant's account as reflected by Exhibit "B" & "C" attached hereto.

As a result of Defendant's breach, Plaintiff suffered damages in the amount of \$4,063.06, plus interest accruing at the Contract rate of 24.90% from July 30, 2015, until the balance has been paid in full, plus the costs of this action.

III. Conclusion

The Plaintiff has shown the existence of an obligation based on the Contract and Affidavit attached hereto, that the Defendant was in default of her repayment obligation at the time this action was filed, and that a sum certain balance remains due and owing by the Defendant, all of which are the elements necessary for judgment as a matter of law. Therefore, the Plaintiff respectfully submits that its Motion for Summary Judgment should be granted against the Defendant, Tonia King, and that this Court enter a judgment in favor of the Plaintiff and against the Defendant, Tonia King, for the sum of \$4,063.06 plus interest accruing at the Contract rate of 24.90% from July 30, 2015, until the balance has been paid in full, plus the costs of this action. and such other relief as the Court deems appropriate.

Respectfully submitted,

JONES LAW GROUP, LLC



Nicholas Kolitsos, Esq. (0095938)
Nathaniel W. Jackson, Esq. (0083891)
JONES LAW GROUP, LLC

513 East Rich Street
(614) 721-5210 (Office)
(614) 573-8690 (Fax)
nkolitsos@joneslg.com
njackson@joneslg.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Motion for Summary Judgment Against Defendant, Tonia King was sent by regular U.S. Mail this day of February 21, 2022 to:

TONIA KING
62262 FORESTVIEW DR
CAMBRIDGE, OHIO 43725
Defendant


Nicholas Kolitsos, Esq. (0095938)